



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

Research Triangle Park, NC 27711

**BPA No. ITS-EPA II-0002**

**ELECTRONIC CONSULTING SERVICES Inc.**

**2750 Prosperity Avenue**

**Suite 510**

**Fairfax, VA 22031**

**Reference: GS-35F-0601K**

**CONTRACTOR:**

**ELECTRONIC CONSULTING SERVICES Inc.**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "ASchullen".

7/31/09

Date Signed

**Anthony J. Schullen**  
**Sr. Vice President**

Title: \_\_\_\_\_

**U.S. ENVIRONMENTAL PROTECTION AGENCY**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Joel P. Smith".

Joel P. Smith

7/31/09

Date Signed

Title: Contracting Officer

**U.S. Environmental Protection Agency  
Blanket Purchase Agreement  
to Support EPA's Information Technology Solutions-Environmental Protection  
Agency II (ITS-EPA II)**

Pursuant to GSA Federal Supply contract number GS-35F-0601K, Electronic Consulting Services Inc. (ECS) agrees to the terms of this Blanket Purchase Agreement (BPA) exclusively with U.S. Environmental Protection Agency.

**A. DESCRIPTION OF AGREEMENT:**

This agreement is applicable to GSA Schedule 70, General Purpose Commercial Information Technology Equipment, Software, and Services. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions, except as noted below.

**ITEM**

**SPECIAL BPA DISCOUNT**

Special Item Number (SIN) Codes

132-51 Information Technology

Professional Services

(b)(4)

(b)(4)

The unit prices and rates for this BPA will be based on the GSA contract pricing currently in effect at the time the order is placed. Any associated travel cost will be reimbursed at the rates provided in the Federal Government Travel or Joint Travel Regulations, and travel must be expressly authorized by the Task Order. Open market items may be ordered against this BPA, but may not exceed \$3,000.00 per order. Open market purchases are subject to the terms and conditions of the BPA and the GSA contract.

Additional discounts for volume may be determined at the time of order.

**B. DELIVERY OF SERVICES:** The delivery time frames will be stated in the task orders.

**C. PURCHASE LIMITATIONS:**

The total dollar amount for all task orders shall not exceed \$955,000,000.00 for the life of the BPA.

**D. EXTENT OF OBLIGATION:**

This BPA does not obligate any funds and, therefore, the Government is not obligated to order any supplies or services via this BPA. The Government will be obligated only to the extent of the authorized task orders that may be placed against this BPA. The Government reserves the right to award contracts or agreements to other vendors for like services during the same performance period as this Agreement.

**E. TERM OF BPA:**

This BPA expires September 30, 2016 or on the expiration date of GSA Contract GS-35F-0601K whichever comes first. Since the GSA contract currently expires on 08/21/2010, this BPA shall not be utilized after that date unless the period of performance of this GSA contract is extended.

**F. ORDERING PROCEDURES:**

- a. The following individual is the Contractor's point of contact to accept all orders, administer this BPA and to interface with the Contracting Officer:

Name: Anthony Schulien, Sr. Vice President, ECS

Phone Number: (b)(4)

Cell Number: (b)(4)

Fax Number: (b)(4)

Email: (b)(4)

- b. The following are hereby authorized to place orders under this BPA: Any Contracting Officer (with an appropriate warrant level), US EPA RTP Procurement Operations Division, OARM Service Center, RTP, NC.
- c. Either Fixed price or labor hour/ceiling priced task orders may be placed against this BPA. The ceiling price orders shall be based upon an assessment of the labor categories needed for the effort, the number of labor hours per category, and the hourly rates in accordance with the schedule contract, with the vendor's price quotations and its applicable discounts.
- d. Task Orders will be competed amongst the BPA holders. A task order request for quotation will be issued to all BPA holders except as noted in clause #24 entitled "Notice for Small Business Participation". Interested BPA holders may submit a competitive quotation for consideration of a task order award. Quotations will be evaluated based on technical evaluation criteria stated within the request for quotation. A task order award will be made to the BPA holder that offers the best value to the Government
- e. Task Orders shall be invoiced monthly in arrears.

## **G. ORDER OF PRECEDENCE:**

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and Contractor's invoice, the provisions of this BPA will take precedence.

## **H. CONTRACTOR'S QUOTE:**

This BPA is incorporating by reference ECS's quotations dated May 20, 2009 and July 8, 2009.

## **I. ADDITIONAL CLAUSES APPLICABLE TO BPA:**

### **1. FAR ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)**

(a) *Definitions.* As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

### **2. KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

(b)(4)	Program Manager
(b)(4)	Chief Technology Manager
(b)(4)	Business Manager

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional

information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

### 3. REPORTS OF WORK

The Contractor shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals to the designated addressees. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

Reports description	No. copies	Addressees
<u>Projects Report</u> The contractor shall submit the projects report for OTOP, which is an annual report. This report is used as a tool to increase visibility and awareness regarding projects under each task order. The document shall contain the project name, description, project manager, federal point of contact, project code, dashboard tracking, financial tracking, and any other relevant comments. This report shall be provided the last Tuesday of November for the first year and the first Tuesday of November in all subsequent years.	1	Project Officer  Alt.ProjectOfficer  Contracting Officer
<u>Fiscal Year Projects Financial Report</u> This is a monthly report serves as a financial communication vehicle between the contractor and government. It shall provide a financial summary, monthly project details by task order, monthly labor estimates, comparison to prior month, tools; ODCs; travel actuals, differences between costs and budget, facilities costs, monthly task assignments, and an invoice summary which includes an explanation for all costs that deviate from approved budgeted costs. The contractor shall address any issues or concerns from the federal team as it relates to the financial information. It is anticipated that a monthly OTOP Projects Budget Meeting will be held at RTP, NC and DC the 4th Tuesday of each month to address any questions, issues, or concerns. If the vendor is not physically located in DC or RTP, this meeting can be accomplished via conference call. This report is due the 3rd Monday of each month.	1	Project Officer  Alt.ProjectOfficer  Contracting Officer

#### Accrued Cost Report

The contractor shall submit an accrued cost report to the EPA Email Group mailbox, known as “ICE Accruals”, according to the scheduled delivery dates listed below. The scheduled delivery dates will be updated each fiscal year. The accrued cost report shall segregate the task order costs (see Report Format Section) by WCF cost center for the current month and separate the cost of labor, tools, other direct costs (ODCs), and travel for each cost center. The total accrued cost for each cost center must include a projection of expected cost from the preparation date of the report through the last day of the current (accrual) month. If the actual invoice amount varies from the total accrual provided for a cost center or the total accrued amount for the month by more or less (+ -) than 10%, the vendor shall provide an explanation of each variance with the monthly invoice.

#### Scheduled Accrual Report Delivery Dates (October 2009 – September 2010)

October 23  
November 18  
December 17  
January 22  
February 19  
March 24

April 23  
May 20  
June 23  
July 23  
August 24  
September 22

#### Report Format Section

The accrued cost report will be a summary report ( in Microsoft Excel format) listing each cost center on a line and containing total dollars under a column heading for each cost category of labor, tools, ODC and travel and a total accrual for the cost center, such as:

Cost Center	Labor	Tools	ODC	Travel	Total Accrual
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The government may request supporting detail to explain an amount on the summary report and the contractor shall be prepared to provide the information within 24 hours of the request or be prepared to explain why the information is unavailable. A request for supporting detail is time sensitive so that the accrued cost can be recorded in the financial records of the government.

#### **4. NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**5. CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

**Project Officer:**

Pamela Ricks  
919-541-7954  
Ricks.pamela@epa.gov

**Alternate Project Officer(s):**

Dwayne Aydlett  
202-566-1787  
Aydlett.dwayne@epa.gov

Cherie Saliby-Puszynski  
919-541-3805  
Saliby.cherie@epa.gov

Contract Specialist(s) responsible for administering this contract:

**Contract Specialist:**

Laconda Cannady  
919-541-2631  
Cannady.laconda@epa.gov

**Administrative Contracting Officer:**

Joel P. Smith  
919-541-0184  
Smith.joel@epa.gov

**6. AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-17) (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.



## **7. EXPERIENCE REQUIRED FOR KEY PERSONNEL**

The following experience is required for key personnel:

### **Program Manager:**

The Program Manager shall be the Vendor's overall manager and coordinator for all tasks, activities, issues, and contractual obligations relating to each Task Order. The Program Manager shall also be the Contractor's single point of contact for the Government to communicate, clarify, and resolve contractual issues, and to escalate problems and issues relating to Contractor performance.

**Function:** The Program Manager's functions and responsibilities include elements such as: resource allocation, management oversight, and providing high level management operations expertise. The PM frequently provides subject matter or functional area expertise for management tasks in addition to fulfilling management responsibilities. This individual will direct, plan, organize, control and manage the project/program to ensure that all contractual obligations are fulfilled in an efficient and timely manner. He/she is assigned to complex programs involving multiple tasks, multiple performing organizations, and complex responsibilities. In addition, he/she supervises project leaders, consultants and analysts, mentors consultants and analysts, and brings knowledge, coordination, and expertise to all projects. This individual serves as the primary liaison to the Government for the Vendor.

**Education:** A bachelor's degree from an accredited college or university.

**Additional Requirements:** Certified Project Management Professional (PMP) through Project Management Institute prior to 10/01/2009. Certification number required.

**General Experience:** A minimum of 10 years of experience managing large projects with organizational complexity

**Specific Experience:** A minimum of 3 years managing contracts similar in size and scope to this SOW.

### **Business Manager:**

The Business Manager shall have the overall responsibility for financial and administrative operation of all task orders including planning, directing, and coordinating of the task orders and overall BPA administration. Major duties include management of, and reporting on financial transactions and their compliance with the company's policies as well as the contractor's GSA contract and the specifics of the task order(s). In addition, this individual will be responsible for planning for the most efficient use of materials and human resources along with strategic budgeting and cash flow planning. When a new task order is awarded, this individual will support the Program Manager to develop implement accounting and internal control systems for the specific order.

### **Function:**

The Business Manager's functions and responsibilities include: planning, directing, and coordinating of all work awarded under the BPA; developing policies and managing the daily operations of the task orders, including the planning for the most efficient use of materials and human resources; providing and interpreting financial information; monitoring performance and efficiency; conducting reviews and evaluations for cost-reduction opportunities; keeping



accounting records current and reportable; producing the monthly financial statements and other financial reports as required; and asset management. This individual should be responsible for purchasing, personnel and administrative services required for this requirement, including budget forecasting and control. The Business Manager will be held accountable for the accuracy of all reporting for this requirement, provide training to staff on finance when necessary and shall work closely with the Program Manager in financial matters.

**Education:** Bachelor degree in any Business related area.

**Additional Requirements:** None

**General Experience:** A minimum of 10 years of experience managing large projects with organizational complexity.

**Specific Experience:** A minimum of 3 years managing financial and contractual matters for contracts similar in size and scope to this SOW.

**Chief Technology Manager:**

The Chief Technology Manager will provide technology vision and leadership in the development and implementation of the awarded task orders under the BPA. This individual will lead the contractor in planning and implementing enterprise information systems to support both distributed and centralized business operations and achieve more effective and cost beneficial enterprise-wide IT operations.

**Function:** This individual will provide strategic and tactical planning, development, evaluation, and coordination of the information and technology required for the overall success of each task order. Responsibilities include the ability to facilitate communication between staff, management, vendors, and other technology resources within the organization; management of multiple information and communications systems and projects, including voice, data, imaging, and office automation; develop and implement user-training programs; oversee and evaluate system security and back up procedures. This individual should have experience in design, acquisition and deployment of information technology infrastructure. The experience should encompass management of infrastructure, database, communication, security and networks.

**Education:** Bachelor's degree in Computer Science, Business Administration or a related field or equivalent experience. A Master's degree in Higher Education Administration, Computer Science, or Business Administration, or related field is highly desirable.

**Additional Requirements:** Comprehensive knowledge of Data processing methods and procedures, and computer software systems  
Systems design and development process, including requirements analysis, feasibility studies, software design, programming, pilot testing, installation, evaluation and operational management, business process analysis and redesign, and/or design, management, and operation of managed IT systems.

**General Experience:** Minimum of 5 years of experience with increasing responsibilities for management and support of information systems and information technology.

**Specific Experience:** A minimum 3 years of direct management of a major IT operation.

## **9. GOVERNMENT HOLIDAYS (RTP-H-10)**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

## **10. SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)**

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager
	U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460
1 copy	Mr. Jerry Dodson U.S. EPA Contracts Management Division,(MD-33) Research Triangle Park, NC 27711

## **11. NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its

employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

## **12. LIMITATION OF FUTURE CONTRACTING, ALTERNATE V (Headquarters Support) (EPAAR 1552.209-74) (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this BPA, or through the performance of work pursuant to specified task orders is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation or task order, the Contractor shall be ineligible to perform the work described in that solicitation or task order as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) If the Contractor receives a task order to produce or capture data or data elements as a deliverable and this work is later required to undergo independent verification and validation (IV&V), that contractor will be ineligible to perform work/tasks associated with the independent IV & V and/or audit, unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups,

security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

### **13. SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

#### **14. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

**15. RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION  
(EPAAR 1552.235-79) (APR 1996)**

a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
  - (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
  - (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
  - (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
  - (10) Pursuant to a court order or court-supervised agreement.
- (c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.
- (d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.
- (e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.
- (f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

**16. PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76)  
(MAY 1994)**

- (a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
- (b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is



subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **17. GOVERNMENT –CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship.

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 3 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 3 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

## **18. PERIOD OF PERFORMANCE**

The period of performance of the BPA(s) shall be from 10/01/2009 through 09/30/2016, or the GSA contract expiration date of the awardee, whichever ever comes first. The Government does not intend to re-compete the BPA(s) each year. The Government will evaluate the vendor's performance on the BPA(s) annually which will affect the future ordering under the BPA(s).

## **19. METHOD OF PAYMENT**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

## **20. OBTAINING ACCESS TO PROPRIETARY INFORMATION (RTP-H-11)**

(a) When a contractor requires proprietary information from others to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information--

(1) Furnished voluntarily without limitations on its use; or

(2) Available to the Government or contractor from other sources without restriction.

(b) A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contractor shall obtain and provide copies of these agreements to the contracting officer who shall ensure that they are properly executed.

## **21. SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block \_\_\_\_ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

Alternate I (JUN 1996). If used in a fixed-rate type contract, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) of the basic clause:

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

## **22. NOTICE OF SERVICE CONTRACT ACT**

If an individual Task Order is subject to 52.222-41 and 52.222-42, then the applicable wage determination will be provided by the Government with the Task Order RFQ.

## **23. NOTICE OF GOVERNMENT FURNISHED PROPERTY (GFP)**

FAR clause 52.245-1, Government Property and 52.245-9, Use and Charges will be applicable at the task order level for individual task orders that include GFP.

## **24. NOTICE FOR SMALL BUSINESS PARTICIPATION**

It is the policy of the Government to provide maximum practicable opportunities in its acquisition to small business, veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, and women-owned small business concerns therefore at least 10% labor costs per year will be awarded to small businesses meeting one or more of the socioeconomic classifications, even if that means that some task orders will only be competed among the small business vendors.

## **25. CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS**

The contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility environmental management system (EMS). The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the agency, organizational, or facility EMS, and provide monitoring and measurement information as necessary for the organization to address management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall respond and take corrective action immediately. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the Project Officer in coordination with the EMS Site Coordinator. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract. Information about EPA's EMS program can be found at the following web site: <http://www.epa.gov/rtp/ems/e4e.htm> All on-site contractor personnel must complete yearly environmental training specified for the type of work conducted on-site. Time required to attend the yearly environmental training is considered billable time and should be charged to the contract or the appropriate work assignment, task order, etc. The Project Officer will verify that all contractor personnel have acquired EMS Awareness Training at their appropriate site or location.

## **26. TRAINING**

The Contractor shall be responsible for ensuring that all employees, including all subcontractors, consultants, etc. take all EPA-mandated training within the time period specified by EPA. Contractors shall certify, when requested, as to their employees' completion of any of the required training. This certification shall be in the format specified by EPA at the time of the training request.

## **27. Notice Listing Contract Clauses by Reference**

The following applicable solicitation provisions and/or contract clauses are hereby incorporated by reference:

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.203-12	SEPT 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.209-6	SEPT 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES <b><u>60 days</u></b>

52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION ALTERNATE I
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS
52.227-17	DEC 2007	RIGHTS IN DATA-SPECIAL WORKS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.444-2	JUN 2007	SUBCONTRACTS
52.244-6	DEC 2008	SUBCONTRACTS FOR COMMERICAL ITEMS

**ENVIRONMENTAL PROTECTION AGENCY ACQUISITION REGULATIONS  
(EPAAR) (48 CFR CHAPTER 15)**

NUMBER	DATE	TITLE
1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
1552.208-70	DEC 2005	PRINTING
1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT
1552.233-70	JUL 1999	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

**28. Subcontracts**

(a) The purpose of this clause is to identify the subcontractors in the Vendor's quotation which resulted in award of this BPA.

(b) It is hereby agreed to and understood that the following "team subcontractors" will perform the work under this BPA as outlined in the Vendor's technical and price quotations for this BPA:

Subcontractors

(b)(4)

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Vendor's technical quotation which resulted in award of this BPA shall be approved in advance of the substitution in writing by the Contracting Officer. The Vendor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts.



## **29. Agency Personal Verification Procedures for Contractor Personnel October 2006**

**Background:** Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

### **a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)**

**Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months:** All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

**To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract start date** or contract modification with this Attachment to Statement of Work "Agency Personal Verification Procedures for Contractor Personnel," the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov.oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- o Contract number;
- o Contract expiration date;
- o Name, address, and phone number of the Contractor Program Manager point of contact;
- o Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be

- protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);
- o Employee Type, Position, Email address, Program Office, Work City and State,
  - o An indication of which contractor employees are foreign nationals;
  - o Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at <http://www.uscis.gov/graphics/formsfee/forms/files/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

**Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months:** These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

**Foreign National Contractor Employees:** To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- o In the "Continuation Space" on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- o When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the "red flag" issues listed below.

**Screening of the SF 85P:** Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- o Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- o Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- o Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- o Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

#### **b) Returning Badges**

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

#### **c) Subcontracts**

These requirements must be incorporated into all subcontracts wherein employees' work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

#### **d) Appeals**

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency  
 Personnel Security Branch (Mail Code 3206M)  
 1200 Pennsylvania Avenue, NW  
 Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

**e) Definitions**

- o "EPA Information System" means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- o "EPA Controlled Facilities" means:
- o EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
- o EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
- o Government-owned contractor-operated facilities, including laboratories;
- o The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.
- o Foreign National" means an individual who is not a United States citizen.